

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 35

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
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Section SF 1449 - CONTINUATION SHEET

Note: Please use Pounds (lbs) in your pricing proposal.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Synthetic Spent Acid (3400 HP) Manufactured in accordance with the statement of work and Specification 174-105, Rev. 4 FOB: Destination	340,000	Pounds	\$ _____	\$ _____
NET AMT					_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Demurrage Charges FFP FOB: Destination	1	Lot	NOT TO EXCEED	\$1,200.00
NOT TO EXCEED					_____
					\$1,200.00

Option I

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Synthetic Spent Acid (3400 HP) Manufactured in accordance with the statement of work and Specification 174-105, Rev. 4 FOB: Destination	340,000	Pound	\$ _____	\$ _____
NET AMT					_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot	NOT TO EXCEED	\$1,200.00
OPTION	Demurrage Charges FFP FOB: Destination				
					<hr/>
NOT TO EXCEED					\$1,200.00

Option II

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		340,000	Pound	\$ _____	\$ _____
OPTION	Synthetic Spent Acid (3400 HP) Manufactured in accordance with the statement of work and Specification 174-105, Rev. 4 FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot	NOT TO EXCEED	\$1,200.00
OPTION	Demurrage Charges FFP FOB: Destination				
					<hr/>
NOT TO EXCEED					\$1,200.00

Option III

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		340,000	Pound	\$	\$
OPTION	Synthetic Spent Acid (3400 HP)				
	Manufactured in accordance with the statement of work and Specification				
	174-105, Rev. 4				
	FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot	NOT TO EXCEED	\$1,200.00
OPTION	Demurrage Charges				
	FFP				
	FOB: Destination				
NOT TO EXCEED					\$1,200.00

Option IV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		340,000	Pound	\$	\$
OPTION	Synthetic Spent Acid (3400 HP)				
	Manufactured in accordance with the statement of work and Specification				
	174-105, Rev. 4				
	FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot	NOT TO EXCEED	\$1,200.00
OPTION	Demurrage Charges FFP FOB: Destination				
<hr/>					
NOT TO EXCEED					\$1,200.00

INSPECTION AND ACCEPTANCE TERMS

ALL Clins will be inspected and accepted at destination.

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Jun 2003) Alternate I	APR 2002
52.215-7	Annual Representations and Certifications--Negotiation	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-2	Service Of Protest	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is

owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

NOTE: The tanker trucks must arrive at NSWC IHMD, Weigh Station, (Scales), Building 1104, between the hours of 7:00 A.M. and 10:00 A.M. , Monday - Thursday

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	To be within 5 days after verbal notification from government representative until quantity is complete.	340,000 lbs	NSWC IHMD 101 Stratus Ave Explosive Scales, Bldg 1104 Indian Head, Md. 206640
0002		1 Lot	As required
0001	Same as Clin 0001	Same as Clin 0001	Same as Clin 0001
0004		1 Lot	As required
0005	Same as Clin 0001	Same as Clin 0001	Same as Clin 0001
0006		1 Lot	As required
0007	Same as Clin 0001	Same as Clin 0001	Same as Clin 0001
0008		1 Lot	As required
0009	Same as Clin 0001	Same as Clin 0001	Same as Clin 0001
0010		1 Lot	As required

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to Clins 0001, 0003, 0005, 0007, 0009.

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The

offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Pre-Qualification Sample Testing
Past Performance
Cost/Price

As the Pre-Qualification Sample Testing is a pass or fail rating, the Government will compare the tradeoff between relative margins of all acceptable vendors past performance ratings and proposed prices in determining the best overall value. In determining best overall value, the Government will first assess an offeror on the basis of the results of the pre-qualification sample test and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of past performance and price.

A. PRE-QUALIFICATION TESTING SAMPLE

1. Samples will be tested according to the Pre-Qualification test plan (Attachment B).
2. Offerors shall submit samples and documentation as required in the attached test plan. Failure to do so will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.
3. Samples must be received by the closing of the solicitation. (13 February 2004 3:00 PM)

B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
- ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
- iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
- iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
- v. Program Management. The offeror's ability to meet or exceed its subcontracting plans.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average- The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral – Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

 Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay,

setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

 (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

 (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9.

 (iii) Alternate II (OCT 2001) of 52.219-9.

 (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

 (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (JUNE 2003) of 52.219-23.

 (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- ☐ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ☒ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I (MAY 2002) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2002) of 52.225-3.
- ☐ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ☐ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)

(a) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(b) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

(ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;

(iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (b)(3)(i) through (iii) of this clause.

(c) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0024 - EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

B. The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
2. One (1) copy of Documentation that was previously submitted with samples, Volume I.
3. One (1) copy of the past performance information, Volume II.

II. VOLUME I - Sample documentation

A. Volume I should contain a copy of all documentation delivered with samples.

B. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

III. VOLUME II- Past Performance

A. Volume II Past Performance should contain any relevant past performance information.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:

Phone Number: (301)744-

Payments/Invoicing:

Phone Number: (301)744-

Technical Representative:

Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patsy Kragh at (301) 744- 6669 .

**** Will be completed upon contract award.**

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Indian Head Division
Naval Sea Systems Command
Explosive Scales, BLDG 1104
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*

Christmas Day	25 December (Tuesday)*
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* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

C. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: **Code _2320F_**).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

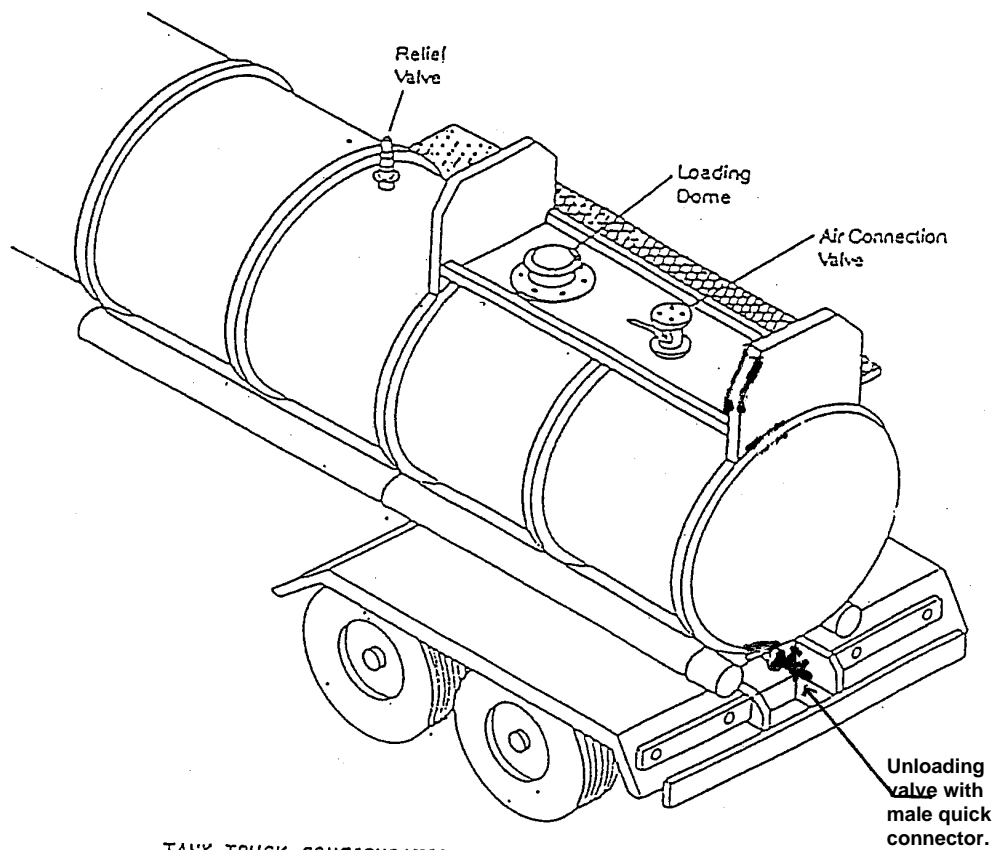
(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

ATTACHMENTS

List of Attachments:

3. Statement of Work
4. Pre-Qualification Sample Testing
5. Local Specification
6. Past Performance Matrix
7. Past Performance Questionnaire
8. Past Performance Coversheet

Note: Attachments D-F will be removed upon contract award.



TANK TRUCK CONFIGURATION, SEE

STATEMENT OF WORK

LOCAL SPECIFICATION 174-108 REVISION 4
SYNTHETIC SPENT ACID
NSN: 6810-LL-IH4-6504

STOCK CARD TO READ: Synthetic Spent Acid in accordance with Specification 174-108 Revision 4.

1.0 DESCRIPTION OF SPECIFICATION

- 1.1 The nitric acid component of the synthetic spent acid shall conform to JAN-A-183 Amendment 2 for Class B and oxides (HNOSO₄) - The sulfuric acid component of the synthetic spent acid shall conform to JAN-A-179 Grade II. The Synthetic Spent acid (SA) shall meet the requirements below:

COMPOSITION	MIN	MAX
Actual H ₂ SO ₄ , wt%	74.0	76.0
Actual HNO ₃ , wt%	11.0	13.0
HNOSO ₄ , wt%	—	0.30
H ₂ O wt%	12.0	14.0

- 1.2 Wt% Total Acidity is defined as:

$$\text{wt\% total acidity} = \text{wt\% actual HNO}_3 + \text{wt\% actual H}_2\text{SO}_4 + \text{wt\% HNOSO}_4$$

- 1.3 Wt% Actual HNO₃ is defined as:

$$\text{wt\% actual HNO}_3 = \text{wt\% total HNO}_3 - (\text{wt\% HNOSO}_4 * 0.4959)$$

- 1.4 Wt% Actual H₂SO₄ is defined as:

$$\text{wt\% actual H}_2\text{SO}_4 = \text{wt\% total H}_2\text{SO}_4 - (\text{wt\% HNOSO}_4 * 0.7718)$$

- 1.5 Wt% H₂O is defined as:

$$\text{wt\% H}_2\text{O} = 100 - (\text{wt\% actual HNO}_3 + \text{wt\% actual H}_2\text{SO}_4 + \text{wt\% HNOSO}_4)$$

- 1.6 **Organic Contamination**

The synthetic spent acid shall have no TNT nitrocompounds or any organic contaminants.

- 1.7 **Trace Metals Contamination**

The synthetic spent acid shall be analyzed for trace metals during the First Article Test. The samples will be prepared in accordance with Methods 3010 and 6010 of **Test Methods for Evaluating Solid Waste**, 3rd Edition, SW-846, USEPA, Office of Solid Waste, September 1986. The synthetic spent acid shall contain less than 100 mg/l of iron (Fe).

- 1.8 **Chloride Contamination**

The synthetic spent acid shall have no chloride contamination present.

2.0 ANALYTICAL METHODS

2.1 Determination of wt% HNOSO_4 , and wt% Total HNO_3 , and H_2SO_4

The vendor shall use the method developed by the Physchem Division (Code 330), Laboratory Procedure # 3320.59, Enclosure (1) , for analysis of synthetic spent acid. No other procedure for analysis shall be accepted. These procedures were developed to ensure synthetic spent acid delivered to Indian Head Division, Naval Surface Warfare Center, Indian Head, MD 20640-5035, meets requirements stated above in Section 1.0.

2.2 Determination of Specific Gravity

The specific gravity at 15.6/15.6 °C of the synthetic spent acid shall be tested per ASTM Method D891 B.

2.3 Additional Testing

Indian Head Division, Naval Surface Warfare Center reserves the right to perform any additional testing that is desired. if additional testing is required the results will be reported on form (NSWC/IHD SSIC 8010). The RCN number and Lot Number must be included.

3.0 CERTIFICATIONS OF ANALYSIS

- 3.1** Three copies of a certified analysis of each shipment must be furnished to the Indian Head Division, Naval Surface Warfare Center. The certified analysis shall contain the following: specific gravity, wt% actual H_2SO_4 , wt% total H_2SO_4 , wt% actual HNO_3 , wt% total HNO_3 , wt% HNOSO_4 , and the wt% H_2O in mixed acid shall be reported for each shipment. Vendor shall indicate on certificate of analysis the grade and/or type of sulfuric and nitric acid used to manufacture the synthetic spent acid. The material will not be unloaded until certification is received. Failure to comply with this requirement will result in the nonacceptance of the shipment.

4.0 SHIPMENT CONFIGURATION

- 4.1** Tankers used to transport synthetic spent acid shall conform to Department of Transportation's CFR 49. The tankers shall not be used to transport other materials.

5.0 APPROVAL FOR PROCUREMENT

NITRATION BRANCH (CODE 2820):

CHEMICALS DIV. (CODE 280):

MANU. TECH. DEPT. (CODE 26):

LR# 3320.59 Mixed Acid

I. Specific Gravity of Mixed Acid

- A. Measure the specific gravity at 15.6/15.6°C in accordance with ASTM D891 Method A or B. Report to the nearest 0.0001 unit.

II. Determination of Total Sulfuric and Total Nitric Acid Content

- A. Apparatus:
1. Metrohm Titroprocessor
 2. Buret unit, 10 mL
 3. Glass pH indicating electrode
 4. Reference electrode with saturated LiCl in ethanol
 5. Beaker, 250 mL
 6. Buret, graduated, 50 mL
 7. Stirring motor
 8. Pipet, volumetric, 2-mL, 10 mL, 25 mL
 9. Flask, volumetric, 100 mL, 250 mL
- B. Material:
1. 0.5 M Cyclohexylamine (CHA) in methanol. Add 60 mL of CHA in a 1000 mL volumetric and dilute to a liter with methanol.
 2. 1.0 M Sulfuric Acid (H_2SO_4). Dilute 24.52g of acid in less than 25 mL of water. Cool to 20°C and dilute to 250 mL with methanol. Make up fresh weekly.
 3. Methanol, HPLC, low acid.
 4. 1.2 N Sodium Hydroxide
 5. Potassium Hydrogen Phthalate (KHP), 99.95%
- C. Procedure:
1. Place 20 mL of distilled water in a 100 mL volumetric flask. Stopper the flask and weigh.
 2. Pipet approximately 1 mL of sample into the flask. Restopper the flask and weigh to determine sample weight.
 3. Dilute with 70 mL of methanol and mix. Allow solution to cool to 20°C. Bring to volume with methanol.
 4. Pipet 10 mL of solution into 250 mL beaker. Add 90 mL methanol and stir. Perform test in duplicate.
 5. Titrate with 0.5 M CHA potentiometrically on the titroprocessor, measuring two equivalence points. The first equivalence point corresponds to the sum of the nitric acid and one-half the sulfuric acid. The difference between the first and second equivalence point corresponds to one-half the sulfuric acid. A method is described in Fig. 1.

6. Record the volume of CHA at each equivalence point to the nearest 0.001 mL. Figure 2 is a typical report of the calculation and curve. Formula are in Figure 3.
7. Record the temperature of the CHA. Correct the volume of CHA to the standard temperature, 22°C, by the following:

$$V_c = V_t - V_t (0.001 (t - 22.0)), \text{ where}$$

V_c = corrected volume of CHA, mL

V_t = volume of CHA at t , mL

t = measured temperature, °C

The standard temperature is an average room temperature.

```

Pa
date 93-07-08      time 13:05      u
MET U              102
Parameters
>titration parameters
V stop              0.10 ml
titr.rate           20 ml/min
signal drift        10 mV/min
equilibr.time       26 s
start V:            OFF
pause               15 s
meas.input:         1
temperature         25.0 C
>stop conditions
stop V:             abs.
stop V              15 ml
stop U              -25 mV
stop EP             5
filling rate        40 ml/min
>statistics
status:            OFF
>evaluation
EPC                50 mV
EP recognition:    all
fix EP1 U          OFF mV
pK/HNP:            OFF
>preselections
req.ident:         OFF
req.smpl size:     OFF
activate pulse:    ON

```

Figure 1. Titroprocessor Method for Determination of Total Sulfuric and Nitric Acid

8. Calculate the total sulfuric acid content (TS):

$$\text{Percent TS} = \frac{(\text{EP2} - \text{EP1}) \times \text{N2} \times \text{F}}{10\text{W}}, \text{ where}$$

EP1 = volume of CHA at first eq pt, mL,

EP2 = volume of CHA at second eq pt, mL,

N2 = normality of CHA at the second eq pt, eq/L,

F = equivalent weight of H_2SO_4 (49.0388), g/eq,

W = weight of sample g.

9. Calculate the total nitric acid content (TN):

$$\text{Percent TN} = \frac{[\text{EP1} - (\text{EP2} - \text{EP1})] \times \text{N1} \times \text{F}}{10\text{W}}, \text{ where}$$

EP1 = volume of CHA at first eq pt, mL,

EP2 = volume of CHA at second eq pt, mL,

N1 = normality of CHA at first eq pt, eq/L,

F = equivalent weight of HNO_3 , (31.5065), g/eq,

W = weight of sample, g.

10. Report TS and TN to the nearest 0.01 percent.

D. Standardizations:

1. Sulfuric acid. Pipet 25 mL of 1.0 M H_2SO_4 into a 250 mL beaker. Add 75 mL of water and stir. Add 5-10 drops of phenolphthalein and stir. Titrate with 1.2 N NaOH to the first pink end point. Run in triplicate. Report to the nearest 0.0001 eq/L. Checks should agree within 0.001 eq/L.

2. Calculate normality of H_2SO_4 , (NS):

$$\text{NS} = \frac{\text{V} \times \text{N}}{25.0}, \text{ where}$$

V = volume of H_2SO_4 , mL

N = normality of NaOH, eq/L.

3. Sodium hydroxide. Dry KHP at 105°C for 2 hours. Weigh 15.0 ± 0.5 g of KHP into a 250 mL beaker. Add 75 mL of water and stir to dissolve. Add 5-10 drops of phenolphthalein and titrate with NaOH to the first pink end point.

4. Calculate the normality of NaOH:

$$\text{NS} = \frac{\text{W}}{\text{V} \times 0.20423}, \text{ where}$$

W = weight of KHP, g

V = volume of NaOH, mL.

4. CHA. Pipet 2.0 mL of 1.0 M H₂SO₄, into each of three 250 mL beakers. Add 100 mL of methanol and stir. Titrate potentiometrically with CHA on the titroprocessor, measuring two equivalence points. (See Fig. 4.) The first equivalence point corresponds to the neutralization of the first sulfuric proton; the second point to the second proton. Correct the volume of CHA to standard temperature. Report the normality of CHA to the nearest 0.001 eq/L. Checks should agree within 0.001 eq/L.
5. Calculate normality of CHA:

$$N1 = \frac{NS \times VS}{EP1}$$

$$N2 = \frac{NS \times VS}{EP2 - EP1} \quad \text{where}$$

NS = normality of H₂SO₄, eq/L,

N1 = normality of CHA at first eq pt, eq/L,

N2 = normality of CHA at second eq pt, eq/L

VS = volume of H₂SO₄, mL,

EP1 = volume of CHA at first eq pt, mL,

EP2 = volume of CHA at second eq pt, mL.

III. Determination of Lower Oxides, nitrosylsulfuric acid, as HNOSO₄,

- A. Apparatus:
 1. Flask, 125 mL
 2. Buret, 10 mL, 50 mL
 3. Pipet, 10 mL
 4. Graduated cylinder, 50 mL
 5. Stirring motor
 6. Hot plate
- B. Materials:
 1. Sulfuric acid (96-98%)
 2. Potassium Permanganate, KMnO₄,
 3. Sodium Oxalate (99.95%)
 4. Sulfuric acid, 5% solution

```

'pa
date 93-07-08      time 13:05
MET U              101
parameters
>titration parameters
V step            0.10 ml
titr.rate         30 ml/min
signal drift      10 mV/min
equilibr.time     26 s
start V:          * OFF
pause            15 s
meas.input:       1
temperature       25.0 C
>stop conditions
stop V:           abs.
stop V            15 ml
stop U            -25 mV
stop EP           5
filling rate      40 ml/min
>statistics
status:           ON
mean              n= 3
res.tab:          original
>evaluation
EPC               50 mV
EP recognition:   all
fix EP1 U         .OFF mV
pK/HNP:           OFF
>preselections
req.ident:        OFF
req.smpl size:    OFF
activate pulse:   ON

'cf
date 93-07-08      time 13:05
C-fmla
C01               3.4715
-----
' de
date 93-07-08      time 13:05
def
>formula
RS1=C01/EP1
RS1 text          RS1
RS1 decimal places 4
RS1 unit:
RS2=EP2-EP1
RS2 text          RS2
RS2 decimal places 3
RS2 unit:         ml
RS3=C01/RS2
RS3 text          RS3
RS3 decimal places 4
RS3 unit:
>common variables
>report
report:full;curve;
>mean
MN1=RS1
MN2=RS3
-----

```

**Titroprocessor Method for Determination of
Normality of CHA**

C. Procedure:

1. Place 50 mL of distilled water into a 125 mL erlenmeyer flask.
2. Pipet 10 mL of sample into the water.
3. Add 10-15 mL of conc. H_2SO_4 (96-98%) to the flask and heat (if necessary) to 70°C .
4. Titrate with 0.1 N KMnO_4 , to the first pink color which persists for 30 seconds. Perform in duplicate. Checks should agree within 0.02%. Report the oxides to the nearest 0.01 percent.
5. Calculate percent HNO_3 (OX):

$$\text{OX} = \frac{V \times N \times 6.35}{W} \text{ where:}$$

V = volume of KMnO_4 , mL

N = normality of KMnO_4 , eq/L

W = weight of sample, g (specific gravity $\times 10$).

D. Standardize:

1. Weigh 0.15 g of sodium oxalate into a 125 mL flask. Add 100 mL of 5% H_2SO_4 , and stir.
2. Titrate with 95% of the volume of KMnO_4 , required. Allow solution to decolorize.
3. Heat solution to 60°C on a hot plate.
4. Add KMnO_4 , dropwise until the first pink color which persists for 30 seconds. Perform in triplicate. Checks should agree within 0.001 eq/L. Report the normality to the nearest 0.0001 eq/L.
5. Calculate normality of KMnO_4 :

$$N = \frac{W \times P}{V \times 0.06701} \text{ where:}$$

N = normality of KMnO_4 , eq/L,

W = weight of sodium oxalate, g,

P = purity of sodium oxalate, %,

V = volume of KMnO_4 , mL.

PAST PERFORMANCE QUESTIONNAIRE COVERSHEET

FOR SOLICITATION NUMBER _____

Offeror's Name: _____

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire: _____

Length of time your agency/activity has been involved with the offeror: _____

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY _____

TO:

NAVSEA Indian Head, Surface Warfare Center Division
101 Strauss Avenue, Bldg. 1558
Indian Head, MD 20640-5035
Attn: Samantha Gray, Contract Specialist, Code 1142I
e-mail address: graysm@ih.navy.mil
Fax: 301-744-6547

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average- The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

Past Performance Questionnaire Interview Sheet

	EXCELLENT	GOOD	AVERAGE	POOR	N/A
<u>CUSTOMER SATISFACTION</u>					
The referenced contractor was responsive to the customer's needs.					
The contractor's personnel were qualified to meet the requirements.					
The contractor's ability to accurately estimate cost.					
<u>TIMELINESS</u>					
The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.					
<u>TECHNICAL SUCCESS</u>					
The contractor has a clear understanding of the tasks detailed in the SOW and/or delivery orders.					
The contractor's ability to complete tasks correctly the first time.					
The contractor's ability to resolve problems.					
<u>PROGRAM MANAGEMENT</u>					
Did the contractor successfully manage its subcontractors?					
Was the contractor's management effective in controlling cost, schedule and performance requirements?					
<u>QUALITY</u>					
The contractor's quality and reliability of services/ products delivered.					

PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

STATEMENT OF WORK FOR SYNTHETIC SPENT ACID

PURPOSE: This document contains information necessary to procure Synthetic Spent Acid for the Indian Head Division, NAVSEA, and Indian Head MD 20640-5035.

INTRODUCTION:

BACKGROUND:

Synthetic Spent Acid is used in the production of nitrate esters at the Indian Head Division, NAVSEA. Synthetic Spent Acid is made up of sulfuric (H_2SO_4) and nitric (HNO_3) acids. This acid is one of the raw materials necessary for the stabilization of the esterification reaction to take place during the nitration process.

The nitrate esters manufactured at Indian Head are classified by the Department of Defense as Class 1, Division 1 (mass detonating); therefore it is imperative that our synthetic spent acid supplier consistently manufactures a high quality acid. Chemical instability of these materials can result in severe damage to facilities and death to personnel.

SYNTHETIC SPENT ACID REQUIREMENTS:

COMPOSITION OF MIXED NITRATING ACIDS:

The composition of synthetic spent acid and grade of nitric acid and oleum (sulfuric acid) used in the manufacture of synthetic spent acid are detailed in the Indian Head Division, NAVSEAIHMD local specification 174-108, Revision 4

The local specification also details the testing methods and procedures, certificates of analysis, and type of shipment configuration.

QUALITY ASSURANCE:

WITNESSING OF VENDORS ANALYSIS:

NAVSEAIHMD reserves the right to witness the analysis of the synthetic spent acids at the vendor's facility at any time during the life of the contract.

QUALITY DOCUMENTATION:

Contractor shall perform all inspection requirements according to Federal Acquisition Regulations (Far 52.246-2). Vendor shall notify in writing NAVSEAIHMD of any changes to the process, equipment, and raw materials that may affect the quality of the spent acids throughout the life of the contract.

QUALITY PROGRAM REQUIREMENTS:

The vendor shall conform to the following military standards and specifications during the life of the contract:

MIL-STD-129 L	MARKING FOR SHIPMENT AND STORAGE
MIL-STD-105	SAMPLING PROCEDURES AND TABLES

JAN-A-179	FOR INSPECTION BY ATTRIBUTES
JAN-A-183	ACID, SURFURIC AND OLEUM
	ACID, NITRIC (FOR ORDNANCE USE)

SYNTHETIC SPENT ACID TRUCK FLEET:

MANAGEMENT OF TRUCK FLEET:

The vendor shall be responsible for management and cleaning of spent acid truck tankers. Representatives of NAVSEAIHMD may meet with vendor and perspective shipper to discuss method of shipment after award of contract.

TANKER CAPACITY:

The truck tanker must be capable of delivering 45,000 pounds of acid.

TANK TRUCK CONFIGURATION:

We require truck tankers to be equipped to unload from the top using compressed air (maximum 25 psi) Each truck tanker shall be dedicated to delivering spent acids containing nitric and sulfuric acid.

There will be times that bottom unloaded truck tankers will be needed, the bottom unload tanker must be provided with discharge valve and 2 inch flange connection. This option will be exercised as required by the government.

TRANSPORTATION REGULATIONS:

All truck tankers shall comply with regulations stated in the Department of Transportation's 49 CFR for transportation of hazardous materials.

CLEANING:

We require the vendor to steam clean the tanker before vendor transfers material for shipment to NAVSEAIHMD. Vendor shall certify in writing truck tanker has been steam cleaned and submit a copy with truck shipment to NAVSEAIHMD. Shipments will not be accepted without written cleaning certification.

DETENTION CHARGES:

The truck tankers may incur delays once arriving at NAVSEAIHMD due to incimate weather, equipment problems, etc. The NAVSEAIHMD will endeavor to minimize delay. A minimum of (3) three hours is necessary to safely transfer contents of each tanker to our storage tanks without charging to the government.

SPILL RESPONSIBILITIES:

Vendor is responsible for any hazardous spills that may occur during transport of spent acids.

RECEIPT INSPECTION OF SYNTHETIC SPENT ACIDS:

RECEIPT INSPECTION:

Synthetic Spent acid deliveries can enter the facility between the hours of 7:00 a.m. – 10:00 a.m. Monday through Thursday. In case of emergencies special permission can be arranged through the Production Controller 2320F to allow the trucks to arrive at alternate times.

INSPECTION AND WEIGHING OF TRUCK:

The truck tanker will proceed to the Explosive Scales, building 1104, to undergo inspection and weighing. Ordnance Management personnel will inspect the truck and tanker for the following: leaking flanges, deteriorating gaskets, broken valves, properly inflated tires, etc. In addition, the presence of Certificate of Analysis (COA) and Material Safety Data Sheet (MSDS), and DD250 will be verified. If a discrepancy is found, the government reserves the right to return the shipment to the vendor at no cost to the government.

FINAL ACCEPTANCE:

The shipment will then proceed to the Chemicals Operation Branch for off loading. The following will occur before transfer:

- a. A representative of the Chemicals Operation Branch shall inspect the certificates to confirm that the material meets the specifications. The truck will be directed to the acid storage farm upon final acceptance.
- b. The tanker truck will not be unloaded without the certificate of analysis. The government reserves the right to sample the synthetic spent acid upon receipt of shipment for a laboratory analysis. Chemicals Operation Branch personnel shall take the sample. If the truck sample fails the government's analysis, the shipment shall be returned to the vendor at no cost to the government.
- c. The government reserves the right to perform any additional testing that is desired. If additional testing is required results will be reported to the vendor, including the batch or lot number.

PRE-QUALIFICATION SAMPLE TESTING
FOR SYNTHETIC SPENT ACID

SCOPE:

This test plan covers the test methods and acceptance criteria for Synthetic Spent Acid used in the Biazzi Nitration process at the NAVSEAIHMD.

REFERENCE DOCUMENTS:

ASTM Standards:

D891B: Standard Test Methods for Specific Gravity

Local Specification:

#174-105, Revision 4 Synthetic Spent Acid

Military Specifications and Standards:

JAN-A-183 Acid, Nitric (For Ordnance Use)

JAN-A-179 Acid, Sulfuric, and Oleum

MIL-STD-105 Sampling Procedures and Tables for
Inspection by Attributes

MIL-STD-129 Marking for Shipment and Storage

TEST METHODS and ACCEPTANCE CRITERIA

- a. Refer to Local Specification #174-108 Revision 4 for all required test methods for the analysis of the Synthetic Spent Acid .
- b. The Acceptance Criteria for each sample submitted shall be evaluated according to the following criteria's

RAW MATERIALS:

- 1) Nitric Acid per JAN-A-183 Class B
- 2) Sulfuric Acid per JAN-A-179 Grade I

Synthetic Spent Acid: (per Local Specifications #174-108 Revision 4)

- 1) Specific Gravity
- 2) Composition of Spent Acid
- 3) Trace Metals
- 4) Organic and TNT nitro bodies
- 5) Chloride in the Synthetic Spent Acid

Final acceptance of the Pre-Qualification Sample Test submitted is contingent upon the successful completion of all tests outlined in this section.

SAMPLING:

Synthetic Spent Acid samples shall be obtained from a mixture of nitric acid per JAN-A-183 Amendment 2 for class B and sulfuric acid per JAN-A-179 Grade I.

RECEIPT OF SAMPLE:

Deliver qualification samples to the following address:

PHYSICHEM DIVISION, CODE 310
BUILDING 1864, ATTN: KARRIE SANDAGGER
NAVSEAIHMD
101 STRAUSS AVE.
INDIAN HEAD, MD. 20640-5035

SAMPLE SIZE:

Sample size shall be **two** each **1** gallon containers from each vendor. The samples submitted shall be in a glass acid resistant bottle with Teflon closure. The amount of headroom in the sample bottle shall be kept to a minimum. Code 3320 shall distribute the individual samples to NAVSEAIHMD laboratories for analysis.

SAMPLE LABELING:

Label sample per MIL-STD-129 for shipment and storage as follows:
Include the Request for Bid number (RFQ) document number, local specification number and manufacture's name with each sample submitted.

CERTIFICATE OF ANALYSIS:

Each sample provided shall have a certificate of analysis.

MATERIAL SAFETY DATA SHEET (MSDS):

Each sample provided shall have a MSDS.

REJECT

If the submitted vendor's sample failed the NSWC spec then this will disqualify the vendor as an acceptable source for this Synthetic Spent Acid.